

EXHIBIT B

FAX NO. :

Dec. 23 2005 10:42AM P1

FROM :

FAX NO. :

May. 05 2002 11:39AM P1

DEC. 22. 2005 5:28PM

TOLL BROTHERS INC.

NO. 6080 P. 2/3

Toll Brothers

America's Luxury Home Builder™

Jonathan G. Offenkant, Esquire

Direct Dial: (215) 938-8296

Fax: (215) 938-8255

December 22, 2005

Via Fax 845-352-5928 and UPS

Briarwood Farms, Inc.
5 Eastview Road
Monsey, New York 10952
Attn: Yosef Herskowitz

Isaac S. Scheiner, Esq.
441 Route 306
Monsey, NY 10952
Fax: 845-364-0707

Re: Agreement ("Agreement") dated November 7, 2005 between Briarwood Farms, Inc. ("Seller") and Toll Bros., Inc. ("Buyer")

Gentlemen:

As you know, Buyer is unable to proceed beyond the Due Diligence Period (as defined in the Agreement) upon the terms set forth in the Agreement, however we are prepared to move ahead based on an amendment to the Agreement regarding the payment of the Purchase Price.

As discussed, the Purchase Price will be payable, \$75,000 cash at Closing per Lot with the balance of \$250,000 per Lot payable by purchase money note and mortgage on the following terms:

- Interest will be payable quarterly at 6.5% per annum.
- Note will be Pre-payable without penalty.
- Maturity will be 30 months following Closing, subject to mandatory pre-payment of \$250,000 upon each Lot/house sale to a third party and release of that Lot from the mortgage. Title Company will hold releases in escrow pending payment at each Lot closing.
- Note and Mortgage will be non-recourse, shall permit the intended development and shall be subject and subordinate to any development related easements and agreements.

New York Stock Exchange • Symbol TOL
Corporate Office: 250 Gibraltar Road, Hockessin, PA 19044
(215) 938-8000
tollbrothers.com

TB 0097

FROM :

FAX NO. :

Dec. 23 2005 10:43AM P2

FROM :

FAX NO. :

May. 06 2002 11:39AM P2

DEC. 22. 2005 6:29PM

TOLL BROTHERS INC.

NO. 6080 P. 3/3

Yosef Horakowitz
 Isaac Scheiner, Esq.
 December 22, 2005
 Page 2

If you are in agreement with the foregoing terms, kindly sign and fax back a counterpart of this letter to reflect an extension of the Due Diligence Period through January 6, 2006, during * which time we will prepare a formal amendment for execution. Alternatively, this letter constitutes Buyer's termination of the Agreement pursuant to Section 13 thereof, such termination to be effective as of the expiration of the Due Diligence Period.

Defined terms used in this letter have the meanings set forth in the Agreement.

Very truly yours,


 Jonathan G. Offenkamp

BRIARWOOD FARMS, INC.

By 

Name: Yosef Horakowitz
 Title: Vice President

JGO/pf


cc: Wayne Patterson
 Warner Thiesen
 Robert Parahus
 Elizabeth Stein

*This extension is solely for the purpose of preparation of formal amendment for execution. My signature constitutes agreement to the foregoing terms with Toll Brothers, Inc.

Kindly sign & fax back a copy of this letter.

TOLL BROTHERS, INC.




 By: Jonathan G. Offenkamp, Esq.